



INVITATION FOR BIDS (IFB)
(SET ASIDE FOR SMALL BUSINESSES DMBE-CERTIFIED VENDORS ONLY)

Issue Date: October 1st, 2012 IFB# A13000-04
Title: *Arrowhead Lake Improvements and Trail Parking Lot, Cumberland State Forest*
Commodity Code: 91336

Issuing Agency/
Mailing Address: Commonwealth of Virginia
Virginia Department of Forestry
900 Natural Resources Drive Suite 800
Charlottesville Va. 22903

Location Where Work
Will Be Performed: Cumberland State Forest
751 Oak Hill Road
Cumberland Virginia 23040

Period of Contract: From Date of Award through April 30, 2013

Sealed bids will be received until **2:00 P.M. December 3rd, 2012** for furnishing the services described herein and then opened in public.

All inquiries for information should be directed to: Mr. Gary Heiser, State Forests Manager, 751 Oak Hill Road, Cumberland, Virginia 23040 804-492-4121. Email @ gary.heiser@dof.virginia.gov

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE
HAND DELIVERED, DELIVER TO: ***VA Department of Forestry, 900 Natural Resources Drive, Suite 800,
Charlottesville, VA 22903*** ***ATTENTION: Amy S. Ricotta, Procurement Officer***

In compliance with this Invitation for Bids and to all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services at the price(s) indicated in Section 5, Pricing Schedule.

Name and Address of Firm:

Date: _____
By: _____
Signature in Ink
Name: _____
Please Print
Title: _____

FEI/FIN No.: _____

Telephone No. _____

E-mail Address: _____

FAX No. _____

Mandatory Pre-Bid Meeting: This meeting will be held on November 5th, 2012 at 9:00a.m. at The Cumberland State Forest Office. The office is located at 751 Oak Hill Road, Cumberland, VA 23040. The telephone number for the office is 804/492.4121. This is meeting **mandatory** attendance, in order to bid on this project.

1. SCOPE OF WORK:

GENERAL PROJECT DESCRIPTION: 1-The Virginia Department of Forestry is seeking a contractor to provide for the improvement of the parking lot, fence, entrance, and stabilization of an eroded area at Arrowhead Lake; Cumberland State Forest. 2- Construction of a parking lot and access road at the Cumberland State Forest Headquarters Office.

1.2 Cumberland State Forest Arrowhead Lake Improvements:

A. PARKING LOT AND FENCE SPECIFICATIONS.

1. Parking lot size – 225 feet by 35 feet.
2. Slope of surface – Maintain 2 to 4 percent, light grade as necessary to maintain slope for drainage.
3. Parking surface and entrance – Apply six - inches clean crush and run over geo textile fabric.
4. Culvert at entrance – 50 foot, fifteen - inch diameter culvert installed at the entrance.
5. Stabilization – All exposed soil to be graded smooth, seeded with rye/fescue mix, limed, fertilized, and stabilized with straw.
6. Fencing – Remove existing posts from parking area and dispose of. Parking lot to be bordered on one side by a 200 foot fence constructed of treated 6 inch by 6 inch timbers. Posts to be set twenty four inches in the ground with twenty-four-inches above ground; posts set on eight - foot centers, end posts and every second post to be set in concrete. Top rails(treated 6 by 6's) to be lag bolted to top of post with one twelve – inch lag bolt at each end; countersunk flush. Two pole gates installed (consists of a 6x4 treated timber installed to be swung open – twelve feet wide) Top rails ends to be centered on posts.
7. Grading and stabilizing of eroded area, 60 feet by 25 feet – fill in ruts, return to grade, seed with fescue, lime and fertilize, stabilize with straw after seeding.

1.3 Parking Lot and Access Road Cumberland State Forest Headquarters –new construction

A. PARKING LOT SPECIFICATIONS.

1. Parking lot size eighty – feet by forty two - feet.
2. Grade slope, two to four percent. Excavate top soil to a depth of four inches.
3. Geo textile fabric over bare mineral soil.
4. Apply six - inches of clean crush and run.

B. FENCE SPECIFICATIONS.

1. Three sides, eighty by twelve feet.
2. Fence constructed of treated 6 inch by 6 inch timbers.
3. Posts to be set twenty four-inches in the ground with twenty-four-inches above ground; posts set on eight - foot centers, end posts and every second post to be set in concrete.
4. Top rails(treated 6 by 6's) to be lag bolted to top of post with one twelve – inch lag bolt at each end; countersunk flush.

C. ROAD SPECIFICATIONS.

1. Length one hundred and twenty feet by twenty feet.

2. Follow land contour. Excavate top soil to a depth of four inches.
3. Apply geo textile fabric to bare mineral soil.
4. Apply six inches of clean crush and run.

1.4 The Contractor shall have the ability to:

- A. Perform the needed work and by having previous experience constructing a gravel parking lot and fence.
- B. Meet with a designated state forest representative at the beginning of each work week or as arranged to review projects and project expectations for the week

1.5 The Contractor shall provide:

- A. Proof of experience and/or expertise for building gravel parking lots. This can be in the form of references or a portfolio of at least 2 gravel parking lots contracts completed within the last 6 years.
- B. A crew of individuals experienced in construction of gravel parking lots.
- C. The necessary supervision, equipment, and tools to perform gravel parking lot construction including any and all personal protection and safety equipment required.
- D. An approximate timetable and schedule of required work.

1.6 LIMITATIONS/RESTRICTIONS:

- A. Work should be conducted during the week, unless otherwise arranged with the State Forest staff.

1.7 The Commonwealth will provide a designated staff contact person/project manager that will meet with the contractor at the beginning and end of each workweek to review project progress, and to be available for information throughout the workweek if needed.

1.9 PROJECT COMPLETION: Work shall be completed and the project billed by **April 30, 2013**.

2. GENERAL TERMS AND CONDITIONS:

2.1 **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

2.2 **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

2.3 **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offeror) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as

amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2.4 **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offeror) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

2.5 **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

2.6 **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offeror) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

2.7 **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

2.8 **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:**

1. **(For Invitation for Bids):** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

- 2.9 **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

2.10 **PAYMENT:**

1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

2.11 **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

2.12 **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

2.13 **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

2.14 **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

2.15 **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

2.16 **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

2.17 **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

2.18 **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offeror) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The

(bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

2.19 **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offeror) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

2.20 **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

(**Note to Agency/Institution:** When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: This coverage should include Garage Owner's Liability. Contracts with movers or truck transporters should also require motor carrier's liability. When in the judgment of a procurement officer, these limits and coverage are not warranted for the goods and services being procured, the Division of Risk Management should be contacted.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

2.21 **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

- 2.22 **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 2.23 **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- 2.24 **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic orders receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

- 2.25 **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 2.26 **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.
- 2.27 **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

3. **SPECIAL TERMS AND CONDITIONS:**

- 3.1 **ADVERTISING:** In the event a contract is awarded for supplies, equipment or services resulting from this bid, no indication of such sales or services to the Department of Forestry will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- 3.2 **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in one (1) purchase order with the eVA transaction fee specified below assessed for each order.

A. DMBE-certified Small Businesses: 1% capped at \$500 per order.

B. Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.virginia.gov. Contractors should e-mail Catalog or Index Page information to eva-catalog-manager@dgs.virginia.gov.

- 3.3 **AWARD:** The Commonwealth will make the award on a lump sum basis to the lowest responsive and responsible, DMBE-certified Bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

- 3.4 BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- 3.5 CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- 3.6 FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- 3.7 IDENTIFICATION OF BID ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From:	_____	_____	_____
	Name of Bidder	Due Date	Time
	_____		IFB# 411:A13000-
	Street or Box Number		04

	City, State & Zip Code		

Name of Procurement Officer: Amy S. Ricotta

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

- 3.8 INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.

Site visits with state forest staff can be scheduled by contacting Gary Heiser (804-492-4121/gary.heiser@dof.virginia.gov). Bidders may visit the site on their own at any time.

- 3.9 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using this best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- 3.10 WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting

from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

4. **METHOD OF PAYMENT:**

The Contractor shall be paid on the basis of invoices submitted at the completion of the project. Invoices shall be submitted to:

Cumberland State Forest
751 Oak Hill Road
Cumberland, Va. 23040

5. **PRICING SCHEDULE:**

The Bidder agrees to provide services in compliance with the scope of work and terms & conditions of this IFB for the following:

5.1 Cumberland State Forest \$_____

TOTAL \$_____

6. **ATTACHMENTS:**

- Attachment A - Vendor Data Sheet
- Attachment B - Substitute Form W9 (Request for Taxpayer Identification Number(s) and Certification)
- Attachment C - Map 1, Cumberland State Forest Parking Lot Locations

ATTACHMENT A
VENDOR DATA SHEET

NOTE: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid non-responsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:
Name: _____ Telephone No.: _____
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service.
_____ Years _____ Months
4. Vendor Information:
FIN or FEI Number: _____ If Company, Corporation or Partnership
Social Security Number: _____ If Individual
DMBE-Certification Number: _____
5. Indicate below a listing of at least four (4) recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address and telephone number of the point of contact.

Company: _____	Contact: _____
Phone: _____	Fax: _____
Project: _____	
Dates of Service: _____	\$ Value: _____
Company: _____	Contact: _____
Phone: _____	Fax: _____
Project: _____	
Dates of Service: _____	\$ Value: _____
Company: _____	Contact: _____
Phone: _____	Fax: _____
Project: _____	
Dates of Service: _____	\$ Value: _____
Company: _____	Contact: _____
Phone: _____	Fax: _____
Project: _____	
Dates of Service: _____	\$ Value: _____

ATTACHMENT B

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Substitute Form W-9 Each person/organization doing business with the Commonwealth must provide the following information or be subject to backup withholding.

1 _____ AND/OR _____
Social Security Number Federal Identification Number

2 _____
Dun & Bradstreet Number

3 Is this form being completed for disbursement of grant funds? Y / N If yes, skip item 4

4 Provide a **general** description of goods/services to be sold to the Commonwealth: _____

0*	___ Other	6	___ Corporation	A*	___ Partnership
2	___ Federal Agency	7*	___ Sole Proprietor/Reportable Individual	B*	___ Estate
3	___ State Agency	8*	___ Medical Corporation	C*	___ Trust
4	___ Local Government	9	___ Non-Reportable Individual	D*	___ Limited Liability Company
5	___ Political Subdivision				

* Indicates vendor may be eligible to receive a form 1099

LEGAL NAME _____

TRADE NAME _____

Order Address _____

Contact Person _____ Telephone No. _____

E-mail Address _____ FAX No. _____

Remittance Address _____

Contact Person _____ Telephone No. _____

THIS BUSINESS IS CERTIFIED BY THE VIRGINIA DEPARTMENT OF MINORITY BUSINESS ENTERPRISE AS:

___ Small ___ Woman-Owned ___ Minority-Owned

For information on VDMBE certification, visit their website at www.dmbv.virginia.gov or call them at 804-786-6585

CERTIFICATION

Under penalties of perjury, I certify that:

1. The number(s) shown on this form is/are my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: [a] I am exempt from backup withholding, or [b] I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or [c] the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions - You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return.

Signature _____ Date _____

ATTACHMENT C

State Corporation Commission Form Virginia State Corporation Commission (SCC) registration information.

The bidder:

☐ is a corporation or other business entity with the following SCC identification number: _____

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidders out-of-state location)

-OR-

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**>>Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):**

☐

Attachment D

Commonwealth of Virginia
Standard Contract

(for use with competitively Negotiated contracts only)

Contract Number: _____

This contract entered into this ____ day of _____ 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, _____ (Department, Agency, Division) called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal dated _____;
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;

Attachment _____, Date _____

Attachment _____, Date _____

- (3) The Contractor's Proposal dated _____ and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____

by: _____

Title: _____

Title: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.